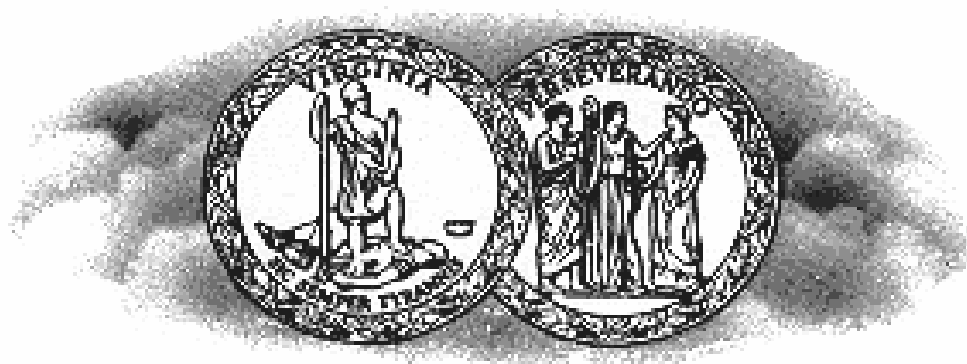


COMMONWEALTH OF VIRGINIA

**STATE CORPORATION COMMISSION**

Request For Proposals #ITD-08-002

**Mainframe Replacement - Furnish & Install**



VIRGINIA STATE CORPORATION COMMISSION  
TYLER BUILDING  
PO BOX 1197  
RICHMOND, VIRGINIA 23218-1197

**Issue Date: September 21, 2007**

**Sealed Proposals Shall be Received Until 2:00 P.M., October 22, 2007**

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

## REQUEST FOR PROPOSALS

Issue Date: September 21, 2007 RFP #ITD-08-002

Title: Mainframe Replacement - Furnish & Install

Commodity Code: 20678, 20679, 20900, 20625, 93921

Issuing Agency: COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION  
COMMISSION COMPTROLLER'S OFFICE  
1300 E. MAIN STREET  
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period of Contract: Specific term to be Determined (after negotiations). However, Contract period will consist of Implementation, One-year warranty period, One-year of Hardware Maintenance with three possible one-year renewal options.

**Sealed Proposals Will Be Received Until 2:00 p.m., October 22, 2007, For Furnishing the Goods/Services Described Herein.**

All Inquiries For Information Should Be Directed To: Ann Sells, State Corporation Commission, Phone: (804) 371-2123, fax: (804) 371-9836, or e-mail: [Ann.Sells@scc.virginia.gov](mailto:Ann.Sells@scc.virginia.gov).

**IF PROPOSALS ARE MAILED, SEND TO:**

Ann Sells, CPPB, VCO  
State Corporation Commission  
Office of Commission Comptroller  
PO Box 1197  
Richmond, VA 23218-1197

**IF PROPOSALS ARE HAND DELIVERED,  
DELIVER DIRECTLY TO:**

Ann Sells, CPPB, VCO  
State Corporation Commission  
Office of Commission Comptroller  
Tyler Bldg., 1300 E. Main St., 7<sup>th</sup> Floor  
Richmond, VA 23219

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_  
FEI/FIN NO.: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
FAX No: (\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature in Ink)  
Name: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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**I. PURPOSE:**

The purpose of this Request For Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation to furnish and install an integrated Mainframe solution for the State Corporation Commission (SCC) on behalf of its Information Technology Division (ITD). The integrated Mainframe solution will replace and upgrade the SCC's current OS/390 R2.9 IBM 9672-R11 Mainframe environment utilized by the Office of the Clerk and includes all necessary hardware, IBM software, IBM applicable and modified software licenses, training, documentation, hardware warranty and maintenance, customization and configuration. Part of the proposed solution will also include trade-in and removal (de-installation and packing) of the existing and installed mainframe components.

**II. PROPOSAL INQUIRIES/POINT OF CONTACT:**

All inquiries concerning this RFP must be submitted in writing by email or US mail and are limited to the single-point-of-contact (SPOC) indicated below, citing the RFP title, RFP number, Page, Section, and Paragraph. To ensure timely and adequate consideration of all proposals, potential Offerors are to limit all contact, whether verbal or written, pertaining to this RFP, to the designated SPOC for the duration of the RFP process. Failure to do so will compound the complexity of this procurement program and may jeopardize further consideration of an Offeror's proposal.

SPOC E-Mail: [ann.sells@scc.virginia.gov](mailto:ann.sells@scc.virginia.gov)

SPOC Tele #: (804) 371-2123

The SCC assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt. No verbal responses will be provided.

Inquiries must be received by the SPOC no later than five (5) business days (by October 12, 2007) prior to the proposal due date. Questions received later than this date will not be considered properly submitted and will not be considered. The SCC intends to issue a written response via email to properly submitted questions. The SCC may consolidate and/or paraphrase questions for sufficiency and clarity. The SCC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.

**III. BACKGROUND:**

The Office of the Clerk is the official "custodian" of the judicial and administrative records for the SCC. It also serves as the central filing office in Virginia for thousands of business entities (corporations, general and limited partnerships, business trusts, limited liability companies), and UCC (Uniform Commercial Code) financing statements. The Clerk's Office responds daily to numerous inquiries regarding the various business entities and UCC documents of record. The Clerk's Office has a critical Clerk's Information System (CIS) application residing on the Mainframe environment that uses ADABAS and Natural software products from Software AG.

The Information Technology Division (ITD) is the SCC organizational unit responsible for the computing and networking environment, and its usage and impacts within the SCC. The SCC currently operates an OS/390 R2.9 IBM 9672-R11 Mainframe environment, an environment which is no longer supported by the vendor, nor can it be upgraded to retain vendor support. CIS is the primary application utilizing the Mainframe. The Mainframe also functions as a Print Server for multiple areas within the SCC. The SCC's objective in this effort is to replace the OS/390 R2.9 IBM 9672-R11 environment with the most cost effective Mainframe solution that can be provided and supported by the Contractor.

The current IBM 9672-R11 hardware configuration is described in Appendix I and J. The IBM OS/390 R2.9 software environment is described in Appendix G. In general, the current Mainframe environment includes:

**Mainframe Server** – An IBM 9672-R11 Server with 512MB of storage, 15 Parallel Channels, and one OSA1 Card (Token Ring).

**Enterprise Storage** – The Disk storage environment consists of an IBM 3990 Model 6 Disk controller with 4 channels, an IBM 9392 Disk subsystem with 90GB of storage, and an IBM 9345 Disk subsystem with 4 channels and 48GB of storage.

**Consoles** – An IBM 3174-21L for the Master console and an IBM 3174-11L for the Alternate console.

**Tapes** – The SCC has only an entry-level business requirement for tape. The SCC's tape requirement is for off-site vaulting of disk volume backups and the CIS application data. The daily disk volume backup requirement is for approximately twenty-five (25) 3390 disk volumes. The CIS application daily tape requirement is approximately 10 to 15 tapes. In addition, the CIS application has a requirement to produce approximately ten (10) 3490E tapes weekly to share data with external customers. The SCC current tape environment consist of an IBM 3490-C22 Tape Controller, a Memorex 5451E 3490 Tape Controller and four (4) 3490E tape drives. The IBM 3490-C22 Tape Controller has a two (2) channel interface (only one (1) interface is being used), and there are two (2) tape drives attached with autoloader. The Memorex 5451E Tape Controller has a two (2) channel interface (only one (1) interface is being used), and there are two (2) tape drives attached with autoloader. The SCC prefers a newer Tape solution; however, it is important that the ability to read/write 3490E tape cartridges be retained to support the existing tape library and the sharing of CIS data with external customers.

**Network Connectivity** – The Mainframe has a Token Ring network connection using the OSA1 card, and an Ethernet connection using a channel attached CISCO 7206. The CISCO 7206 is used to establish a JES2 Node connection to an external z/OS 1.7 Mainframe environment over the WAN. The JES2 Mainframe node connection is accomplished using a Cisco solution. The Cisco solution involves a Parallel Channel attached Cisco 7206 router and a remote Cisco router. The JES2 Node connectivity is provided by establishing a SNA network over the WAN. The channel attached Cisco 7206 router communicates with the remote Cisco router using the DLSw (Data Link Switch protocol) over TCPIP to facilitate the SNA network. The SCC prefers a solution that would provide this JES2 Node

connection based on native TCPIP and not require a CISCO DLSw solution to facilitate SNA over WAN.

#### IV. GLOSSARY OF TERMS:

The following terms and definitions apply to this RFP and any resulting contract:

**Contractor** – The term “Contractor” refers to the person/firm awarded a contract to provide the goods/services required in this solicitation.

**Offeror** – The term “Offeror” refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.

**Shall/Must** - The terms "Shall" and "Must" identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution.

**Should/May** - The terms “Should” and “May” identify highly desirable requirements.

**Until** – Up to the time of or before a specified time.

#### V. STATEMENT OF NEEDS:

The Mainframe proposal should be an integrated solution that includes all hardware, hardware maintenance, IBM software, implementation, configuration, and customization described in the following Hardware, IBM Software and applicable software maintenance, Implementation, and Warranty & Hardware Maintenance sections.

##### A. HARDWARE

The Contractor must provide all labor, supervision, equipment, tools, materials and incidentals necessary to furnish and install the Mainframe hardware solution. The Contractor must also provide all the hardware documentation necessary to maintain the proposed hardware solution, such as hardware configuration and maintenance manuals. The SCC prefers that all hardware equipment supplied by the Contractor for the Mainframe solution be new equipment. However, if a particular Mainframe requirement cannot be accomplished using new hardware, then refurbished equipment will be acceptable to satisfy that particular requirement, if the Contractor clearly identifies the equipment as refurbished in the proposal, and the Contractor certifies that the refurbished equipment would be acceptable under the OEM (Original Equipment Manufacturer) standard maintenance program.

The Contractor shall accept the existing and installed mainframe components (reference Appendix J) in trade and shall be responsible for de-installation, packing and removal along with all associated costs once final written acceptance of the proposed integrated Mainframe solution has been provided by the SCC and the SCC conversion to the new mainframe environment has been successfully completed. Title to the trade-in equipment will pass upon complete de-installation and removal.

The proposed integrated Mainframe solution should have a minimum support life expectancy of at least five (5) years and must include the following:

1. MAINFRAME SERVER

One (1) IBM Mainframe Server with a processing capacity in the range of 20 to 30 MIPS (Millions of Instructions Per Second) that includes the following minimum requirements:

- Capable of running the latest available and announced IBM z/OS V1 Operating System Releases;
- Capable of supporting a minimum of three (3) Logical Partitions (LPARs);
- Minimum Memory of 8 GB (Gigabytes);
- Hardware Management Console (HMC) with at least a 17 inch display terminal;
- Sufficient channels to support all proposed peripherals and handle fail over considerations;
- Network connectivity to support a minimum of two (2) 1 gb (Gigabit) Ethernet connections over copper.

2. ENTERPRISE STORAGE SERVER

One (1) Mainframe Enterprise Storage Server that includes the following minimum requirements:

- 800 GB (Gigabytes) RAID effective capacity;
- 4 GB (Gigabytes) of cache;
- All necessary software required to manage the Storage Server.

3. CONSOLE(S)

Mainframe Console(s) that must include the following minimum requirements:

- Supports a minimum of three (3) LPARs;
- Minimizes the amount of hardware components (controller/terminal) required while at the same time providing necessary redundancy to address availability issues in the event of a hardware failure or network outage.

4. TAPES

The Tape solution must satisfy the disk backup and CIS application requirement (described in Section III, Background) and must include the following minimum requirements:

- Auto loading capability;
- Capability to read/write 3490E tape cartridges.

5. NETWORK CONNECTIVITY

Includes the following:

- Supports a minimum of two (2) 1 gb (Gigabit) Ethernet connections over copper;
- LAN TN3270 workstation connectivity;

- JES2 Node connectivity to an external z/OS 1.7 Mainframe environment over the WAN (described in Section III, Background), preferably based on TCPIP and not SNA.
- All necessary hardware (i.e., cables, adapters, terminators, power cords, etc.), software, and any necessary customization.

## B. IBM SOFTWARE

The proposed solution should take into consideration that the SCC will continue utilizing the existing IBM OS/390 V2 software documented in Appendix G on the IBM 9672-R11 in production during the z/OS system implementation and migration process. The proposed solution should ensure the SCC will only be charged for a single licensed version of the IBM Operating System software through out the system implementation and migration process and not be charged for both the existing OS/390 V2 software licensed version and the newly configured z/OS V1 software licensed version.

The Contractor must provide the following:

### 1. IBM SOFTWARE LICENSES

Contractor must update the SCC's IBM Software License Agreement to:

- Replace the exist IBM 9672-R11 Mainframe Server with the proposed IBM Mainframe Server,
- Replace IBM OS/390 V2 with IBM z/OS V1
- Replace the obsolete Operations, Planning and Control (OPC) software (OPC 2.3 Tracker - 5697OPC and OPC Controller Comm+Lang - 5607OPC) with the new Tivoli Workload Scheduler (TWS) software.

### 2. IBM SOFTWARE

Contractor must:

- Provide the latest release of the IBM z/OS V1 software for the proposed Mainframe Server. Reference Appendix G for listing of SCC's current IBM OS/390 V2 software.
- Provide the latest release of the Tivoli Workload Schedule software to replace the OPC software.

## C. IMPLEMENTATION:

### 1. SERVER CUSTOMIZATION

At a minimum, Contractor shall provide the following:

- Build and install the IOCDS;
- Configure two (2) LPARs – one for Production and one for Development;
- Build HMC screen to facilitate an IPL of the LPARs;
- Establish Network Connectivity for the LPARs;
- Configure the Enterprise Storage Server;
- Generate a plan to move the existing data that currently resides on an IBM 9392 RAMAC Storage unit and an IBM 9345 Storage Unit to the Enterprise Storage Server.



## 2. z/OS V1 INSTALLATION

Contractor must:

- Install the latest release of z/OS V1 Operating System in two (2) LPARs;
- Configure JES2 software to connect to an external z/OS 1.7 Mainframe node over the WAN. The SCC prefers a TCPIP connection, instead of SNA.
- Customize the z/OS V1 Operating System to perform the same functions as the current OS/390 R2.9 Operating System.

**At a minimum, Customization must include:**

- a) **Configure SMF:** SMF uses the SMFDUMP routine provided in SAMPLIB to auto dump the SMF datasets. SMF also uses the standard IBM/Vendor provided SMF exits with the exception of IEFUTL. The SCC has modified IEFUTL. The IEFUTL assembler exit may require modifications to function correctly under the 64-bit z/OS Operating System.
- b) **Configure DFSMS:** System Managed Storage is being used on several volumes. HSM is installed but not used at this time. No DFSMS user exits are installed.
- c) **Configure DFSMS-RMM:** Tape Management system is configured with no user exits installed.
- d) **Configure RMF:** RMF is configured using IBM sample members.
- e) **Configure DFSORT:** DFSORT is configured with no user exits.
- f) **Configure INFOPRINT:** The Infoprint Server environment is configured to print to HP printers located throughout the SCC. There are approximately 40 printers configured. The printers are configured to be able to print output as portrait or landscape.
- g) **Configure PSF:** PSF is configured using the IBM provided Job Header and Job Trailer exits in SAMPLIB. There are four (4) PSF printers configured. PPFA/370 and OGL/370 are used to create several special print forms.
- h) **Configure TCPIP:** TCPIP configuration includes FTP, TELNET, LPD, and SMTP servers. The FTP, TELNET, and SMTP server environments are configured with no user exits. The LPD server is configured using the IBM provided LPBANNER programs in TCPIP.SEZAINST.
- i) **Configure VTAM:** The VTAM environment is currently configured for TSO, a TELNET Server, and a channel attached CISCO 7206 router for the JES2 Node connection over the WAN (described in Section III, Background). If the JES2 Node is switched to TCPIP as the SCC prefers, the channel attached CISCO 7206 router configuration will not be required. VTAM has four (4) USS tables defined.
- j) **Install USER SVC:** One SCC written user SVC is installed in LPALIB to support auto logon for CIS Web users. The user SVC

may require modifications to function correctly under the 64-bit z/OS Operating System. NOTE: There are vendor provided SVC's installed for ACF2 and the ADABAS software.

- k) **Install WTO/WTOR Utilities:** Using the IBM supplied IPO provided WTOR program as a guide, two (2) special JCL utilities were created to communicate with the Operator. These two WTO/WTOR utilities may require modifications to function correctly under the 64-bit z/OS Operating System.
- l) **Install COMMAND Utility:** A SCC written assembler program utility to issue Operating System commands is used by the SCC. This Command utility may require modifications to function correctly under the 64-bit z/OS Operating System.
- m) **Install MPF Exits:** Thirteen (13) SCC written assembler MPF (Message Processing Facility) exits have been written to automate some processing. These MPF exits may require modifications to function correctly under the 64-bit z/OS Operating System.
- n) **Configure WLM:** Define the WLM (Workload Manager) service policies for the initial system. The current OS/390 R2.9 WLM is not configured for goal mode.
- o) **Configure TSO Environment:** Using the OS/390 R2.9 TSO environment as a guide, the TSO environment that includes ISPF and SDSF must be configured (includes Panels and ACF2 security interface).

### 3. CA-ACF2 SECURITY SOFTWARE INSTALLATION

The Contractor must install the latest release of CA-ACF2 Security Software and configure using the OS/390 R2.9 ACF2 environment as a guide. The SCC will obtain the ACF2 software installation tape from the Computer Associates (CA) vendor. ACF2 has a SCC written assembler ACF2 Logon Prevalidation exit to support auto logon for a CIS Web interface. This ACF2 Prevalidation exit may require modifications to function correctly under the 64-bit z/OS Operating System. ACF2 Version 6.3 is currently installed on the OS/390 R2.9 environment.

### 4. TIVOLI WORKLOAD SCHEDULER (TWS) INSTALLATION

The Contractor must install the latest release of TWS to replace obsolete OPC (Operations, Planning and control) software as the Job Scheduling System. Since OPC is replaced by Tivoli Workload Scheduler (TWS) on z/OS, TWS must be installed and configured using OPC as a guide. The SCC is using OPC's Dataset Triggering exit and the Job Submit exit. The functions of these exits must be incorporated in TWS. In addition, the SCC's Application Schedules in OPC must be moved to TWS. OPC has approximately 90 Application Schedules.

### 5. BMC REPORT MANAGEMENT CONTROLD INSTALLATION

The Contractor must install and configure the latest release of BMC's CONTROLD Report Management Software using the OS/390 R2.9 CONTROLD environment as a guide. The SCC will obtain the CONTROLD

software installation tape from the BMC vendor. CONTROLD Version 5.1.4 is currently installed on the OS/390 R2.9 environment. In addition, an approach to move the existing CONTROLD data to the new CONTROLD environment must be established.

#### 6. TRAINING

The Contractor shall provide a minimum of three (3) days on-site (SCC location) Operations and Technical Support Training. Training shall be conducted during prime shift (8am to 4pm) for approximately 6-8 people and shall include at a minimum:

- Overview of the Mainframe Server Components and Setup;
- Overview of the Enterprise Storage Server Components and Setup;
- Overview of the Mainframe Connectivity Components and Setup;
- Power-up and Power-down Procedure for the Mainframe Server, Enterprise Storage Server, and HMC;
- Overview of HMC Screens and HMC GUI Creation/Customization;
- HMC Data Backup Considerations;
- LPAR IPL Procedure;
- Time of Day Clock Changing;
- Remote Modem Support Setup/Customization;
- IOCDS Overview/Management;
- LPAR Creation/Modification;
- z/OS Software Maintenance Approach;
- ACF2 Software Maintenance Approach;
- CONTROLD Software Maintenance Approach;
- Overview of TWS (Tivoli Workload Scheduler) Components and Setup.

#### 7. DOCUMENTATION

Upon implementation completion, Contractor shall provide, at a minimum, the following documentation in electronic Microsoft Word compatible file format:

- Power-up procedures for all the hardware components
- Power-down procedures for all the hardware components
- Serial Numbers of all Hardware equipment supplied in Section V
- z/OS IPL Procedures
- Document all changes to existing SCC exits that were required for z/OS

#### D. WARRANTY & HARDWARE MAINTENANCE

The Offeror must include as part of their proposed solution a minimum of one (1) year full service Hardware Warranty. The Warranty period begins on the date the SCC successfully completes the Certification/Acceptance test period described in Section XII, D. Following the first one (1) year Warranty period, the Contractor must provide one (1) year of Maintenance for all Mainframe solution hardware furnished per Section V, with the option to renew for three (3) additional one (1) year periods as described in

Section XII, Z. The one (1) year Maintenance period shall commence upon the expiration of the Warranty period.

Contractor must meet the following requirements for the Warranty and the Maintenance periods:

1. Respond within thirty (30) minutes of receiving a service call from the SCC and have a technician on-site within two (2) hours, twenty-four (24) hours a day, seven (7) days a week, including state holidays.
2. Have a minimum of three (3) employees who are certified as being capable of and have experience in performing the required maintenance.
3. Provide all items necessary (parts, labor, materials, etc.) to maintain the equipment.
4. Provide a toll-free twenty-four (24) hour hot-line/dispatching service center available to receive calls for service and dispatching.
5. Certify that the equipment has been maintained in accordance with the original equipment manufacturer (OEM) upon completion of the Maintenance period or if the contract is terminated for cause. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND FOR PAYING FOR THE REQUIRED CERTIFICATION.**
6. All repair parts used shall be authorized for use by the OEM. The Contractor is not authorized to substitute components or use repair parts which are not authorized as replacements by the OEM.
7. Perform all required preventive maintenance services for the equipment as recommended by the OEM.

## **VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

### **A. General Requirements**

1. RFP Response: In order to be considered for selection, Offeror must submit a complete response to this RFP. Proposal shall be submitted as required in Section VI, C. 1 (Format) and 2 (Organization) and as requested below, so marked, and sealed separately as follows:
  - a. One (1) complete **original** proposal contained in a single three (3) ring binder (do not include pricing) and one (1) **CD** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
    - Offeror name
    - “*Original Proposal*”
    - RFP #ITD-08-002

- b. One (1) complete **redacted copy** (removing any proprietary data or material) of original proposal contained in a single three (3) ring binder (do not include pricing) and one (1) CD of the same. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
  - Offeror name
  - “*Redacted Copy of Original Proposal*”
  - RFP #ITD-08-002
- c. Six (6) **copies** of the Original proposal (do not include pricing) contained in single three (3) ring binders. Clearly indicate the following on the sealed package and on each of the three (3) ring binders:
  - Offeror name
  - “*Original Proposal Copies*”
  - RFP #ITD-08-002
- d. One (1) complete **Pricing Schedule** proposal contained in a single three (3) ring binder and one (1) **CD** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
  - Offeror Name
  - “*Pricing Proposal*”
  - RFP #ITD-08-002

No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. The proposal shall be signed by a person(s) legally authorized to bind the Offeror to a contract. The proposal must contain the legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the Offeror. The Offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia.
- b. All information requested should be submitted in the format detailed in **Section VI, C.** Failure to submit all information requested may result in the SCC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- d. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the RFP shall belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as underlining or highlighting and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- e. Upon award, the selected Offeror shall provide to the SCC one (1) CD in any Microsoft compatible file format, two (2) bound hard copies of the entire RFP response to include any negotiated changes and two (2) bound hard copies redacted (removing all proprietary information or material) of the same.
- f. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.

### 3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The SCC will schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted.

### B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate your capabilities to provide the required services.

1. Specific Plans (Proposal) – Offeror must provide specific plans for providing the proposed services to include a written narrative:
  - a) To demonstrate the Offeror’s understanding of the requirements requested in section V, Statement of Needs;
  - b) Describing Offeror and staff’s in-depth knowledge, experience, qualifications and capabilities in providing proposed solution (hardware, software, applicable software maintenance, software licenses, warranty, hardware maintenance and implementation services);
  - c) To address and describe in detail how Offeror proposes to meet each specific requirement in the Statement of Needs (Section V), including any special network connectivity component(s) or software that may be required for the proposed integrated mainframe solution;
  - d) To include any advantages Offeror has over its competition including any services Offeror currently provides or plans to utilize in the near future that are unique within the industry and could be advantageous to the SCC;
  - e) To identify all staff, including management personnel and account managers, responsible for the relationship between the Offeror and the SCC, and those staff members who will provide the services requested in this solicitation in the event of a contract award (if any), to include:
    - Complete names, business and cellular telephone numbers, fax numbers and email addresses
    - Description of relevant experience of each and their qualifications
    - Resumes for each of the proposed staff
    - The function(s) or portion of service each proposed staff member will perform, the percentage of their time allocated for each staff member to perform the service or function(s), and if staff member’s time is designated as primarily technical, supervisory, oversight, consulting, etc.
  - f) To describe how Offeror proposes to assist in the transition from the current mainframe environment to the proposed new environment) To include any additional information Offeror feels is relevant to this RFP. Offerors are encouraged to discuss any creative approaches in providing the requested goods and services and address any aspects of their offering or capability to provide the requested goods and services in such a manner that would enhance efficiency and/or reduce costs;
  - h) To indicate all necessary mainframe hardware and hardware information such as model, serial number, etc., to allow the SCC to obtain and



upgrade the non-IBM vendor software licenses as referenced in Appendix G;

- i) To indicate all proposed software, applicable software maintenance, software license requirements and any associated agreements the SCC will be expected to sign. A sample copy of any associated agreements shall be included as part of the proposal offering.
- j) To describe in detail how the offeror proposes to modify the SCC IBM software license(s) and ensure the SCC will pay for a single licensed version of the operating system software throughout the system upgrade and implementation process and not be charged for both the existing OS/390 V2 software licensed version and the newly configured z/OS V1 software licensed version.
- k) To indicate acceptance of all General and Special terms and conditions.
- l) To describe in detail the process and who (contractor or IBM) will be responsible for providing invoices for software, software maintenance and associated software licenses and the role of each (contractor or IBM).

## 2. IMPLEMENTATION:

- a) Provide a Work Plan for the Hardware Installation, z/OS Installation, and Server Customization. The Work Plan must identify the major tasks for completion and deliverables dates, along with estimated time. In addition, the Work Plan must identify any new software or hardware that may be required;
- b) Provide necessary Mainframe Server information so the SCC can upgrade the non-IBM vendor's software licenses;
- c) Provide the SCC with the Floor space, Power, and Air conditioning requirements for all proposed hardware;

## 3. APPENDICES (A, C, F, H):

- a) Offeror Data Sheet (**Appendix A**) - Address each item on the Offeror Data Sheet;
- b) W-9, Taxpayer Identification Number and Certification (**Appendix C**) – Complete and submit with proposal;
- c) Service Plan (**Appendix F**) - Complete and submit with proposal;



- d) Security Requirements (**Appendix H**) – Indicate compliance with meeting Security Requirements upon any contract award.

4. PRICING PROPOSAL:

Offeror shall complete Pricing Schedule (**Appendix E**) and submit in separate binder (**binder 2**) entitled “Pricing Proposal.” All costs necessary to furnish, install and maintain proposed integrated mainframe solution, including but not limited to, all proposed software, applicable software maintenance and licensing costs, must be set forth in the Offeror’s Pricing Proposal.

C. SPECIFIC PROPOSAL FORMAT/ORGANIZATION/IDENTIFICATION

1. Proposal Format - Offerors are required to follow the Proposal Format for paper submissions and include all items indicated under Proposal Organization (reference 2. below) in their proposals:

- Provide proposal in a three-ring binder
- Printed on white paper with dimensions of 8.5” X 11” with right and left margins of one (1) inch
- Use Times New Roman font with size of twelve (12).
- All proposal sections must be separated by tabs to indicate specific proposal sections as requested in section 2 below.
- All pages of the proposal should be numbered.
- Each paragraph in the proposal should reference the paragraph number of the corresponding section, sub-letter, and repeat the text of the requirement as it appears in the RFP.
- If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page.
- Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted as directed in section 2 below and designated as additional material.
- Proprietary or trade secret data or material (if any) must be specifically identified by including the specific proposal section(s) and page number(s) to be protected and state the reasons why protection is necessary (see § 2.2-4342 F of the *Code of Virginia*).
- Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

2. Proposal Organization – Proposals should adhere to the following outline and should not include any items not identified in the outline.

**Original Proposal Organization – (Binder 1)**

- Tab 1 – Original RFP with Cover page (completed and signed) and Addenda (if any)
- Tab 2 – Table of Contents

- Tab 3 – Proprietary Data - Listing of Proprietary Data referencing specific proposal section, page numbers and reasons protection is needed (See § 2.2-4342 F of the *Code of Virginia*).
- Tab 4 – Glossary of Terms and Abbreviations
- Tab 5 – Executive Summary
- Tab 6 – Responses as outlined and required in Section VI. B, *Specific Proposal Instructions* (1 a-l)
- Tab 7 – Responses as outlined and required in Section VI. B, *Specific Proposal Instructions* (2 a-c)
- Tab 8 – Responses as outlined and required in Section VI. B, *Specific Proposal Instructions* (3 a-d).
- Tab 9 – Additional material, i.e., product literature, etc.

**Pricing Proposal Format – (Binder 2)**

- Tab 1 – Pricing Schedule (**Appendix E**) Proposal with supporting documentation.
3. **Identification of Proposal Envelope(s):** - The signed **Original** Proposal, **Redacted** copy of Original Proposal, **Copies** of Proposal and **Pricing** Proposal are required to be submitted in **separate sealed envelope(s) or package(s) for each and identified as follows:**

From: _____	October 22, 2007	Until 2:00 PM
Name of Offeror	Due Date	Time
_____	<b><u>#ITD-08-002</u></b>	
Street or Box Number	RFP NO.	
*Contents: _____		
(indicate contents of envelope as either <b>Original</b> Proposal, <b>Redacted Copy</b> of Original Proposal, <b>Copies</b> of Original Proposal or <b>Pricing</b> Proposal.)		
_____ <b><u>Mainframe Replacement - Furnish &amp; Install</u></b>		
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Ann Sells, CPPB, VCO

The envelope should be addressed as directed on Page 2 of the solicitation and identified as directed above. If a proposal is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation (see page 2). No other correspondence or other proposals should be placed in the envelope.

**VII. EVALUATION AND AWARD CRITERIA:****A. Evaluation Criteria:** Proposals shall be evaluated by the SCC using the following criteria:

1. Qualifications and Experience of the Offeror
2. References
3. Specific plans and overall suitability of proposed solution
4. Offeror advantages and creative approaches to enhance efficiency and/or reduce costs
5. Acceptance of Terms and Conditions
6. Price – Pricing schedule
7. Financial Viability

Points assigned to each criteria will be posted prior to 2:00 p.m., October 22, 2007, on the following websites: [www.eva.virginia.gov](http://www.eva.virginia.gov) and [www.scc.virginia.gov](http://www.scc.virginia.gov) and on the second floor of the SCC (Tyler Building), 1300 E. Main Street, Richmond, Virginia.

**B. Award of Contract:**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions, clarification responses, revised proposal documents, etc., of the solicitation and the Offeror's proposal as negotiated.

## VIII. REPORTING AND DELIVERY REQUIREMENTS:

### A. Reporting:

During the hardware maintenance period, the Contractor must furnish a monthly report containing the following information for each item repaired during the month:

- Item repaired and its serial number;
- Date and time the call was received;
- Date and time the repair or replacement of the item was completed;
- Description of the malfunction;

### B. Project Status Reporting

1. **Weekly** Status Report. The Contractor shall deliver a written status report to the ITD Project Manager, ITD Director and SCC Chief Administrative Officer (CAO) on a mutually agreed upon day of the week. This report shall describe all accomplishments, milestones embarked upon or achieved, and problems or other issues regarding the project.
2. Project Team Meetings. Meetings shall be scheduled at least **weekly**.
3. Project Work Plan. ***Within two (2) weeks following contract start date***, the Contractor shall deliver a final, detailed schedule for the entire project, including assigned responsibility for each task. The schedule plan shall be based on the Work Plan submitted with the technical proposal (see VI, B2 a, Implementation) including any modifications made during contract negotiations.

### C. Delivery Instructions:

- All shipments must be clearly marked with the purchase order number assigned to the award;
- FOB Destination;
- Location: Tyler Building, 1300 E. Main Street, Richmond, VA 23219, loading dock on Franklin Street, no pallets or pallet jacks are allowed from the loading dock to 7<sup>th</sup> floor;
- Inside Delivery: 7<sup>th</sup> floor computer room. All crating and other debris must be removed from the premises;
- Contact: Sheryl Conyers (804) 371-9461;
- Hours: Between 8:00 A.M. - 4:00 P.M., Monday through Friday, except state holidays;
- Date Required: Delivery and installation for all proposed hardware in Section V, A, shall be within 30 days after award. Delivery date must be coordinated with the SCC.

**IX. TENTATIVE SCHEDULE OF EVENTS:**

	ACTIVITY	DATE
1.	Issue Request For Proposals	September 21, 2007
2.	Teleconference (optional)	October 09, 2007
3.	Last Day To Receive Written Questions	October 12, 2007
4.	Proposals Due Until 2:00 PM	October 22, 2007
5.	Proposal Review and Negotiations	TBD*
6.	Contract Award	TBD*
7.	Contract Date	TBD*

\*To be determined

**X. PREPROPOSAL TELECONFERENCE/SITE VISIT:**

**PREPROPOSAL TELE-CONFERENCE:** An optional tele-conference will be held at 10:00 a.m., **October 09, 2007**. The purpose of the tele-conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

The tele-conference is expected to be no more than 1-2 hours in length. If you plan to attend, Contact **Ann Sells** at ([ann.sells@scc.virginia.gov](mailto:ann.sells@scc.virginia.gov)) **no later than three business days** (by October 04, 2007) before scheduled tele-conference to register and obtain telephone dial in information.

**SITE EXAMINATION:** The Offeror shall be responsible for inspecting the site of the proposed work prior to submission of a proposal to arrive at a clear understanding of the conditions under which the work is to be done in order to understand the facilities, difficulties and restrictions related to the execution of the work requirement(s). By submitting a proposal, the Offeror agrees and warrants that all proposed hardware can be delivered to Data Center located on the 7th Floor Tyler Building using the existing SCC's Loading Dock and Service elevator. Contact **Ann Sells** to arrange a date and time for a site examination visit no later than five (5) business days (by October 12, 2007) prior to proposal due date at: ([ann.sells@scc.virginia.gov](mailto:ann.sells@scc.virginia.gov)).

**XI. GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The

Contractor shall comply with all applicable federal, state, and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier,

manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
  - 1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors), or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or



delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the



primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFEROR: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the SCC.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
  - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - 2. The SCC may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the Contractor and any subcontractors will maintain these insurance

coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employers Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site [www.eva.virginia.gov](http://www.eva.virginia.gov), the SCC's web site [www.scc.virginia.gov](http://www.scc.virginia.gov), and on the 2<sup>nd</sup> floor of the Tyler Building, 1300 East Main Street, Richmond, Virginia, for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race,

religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the SCC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## **XII. SPECIAL TERMS AND CONDITIONS:**

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the State Corporation Commission will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The SCC, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. CANCELLATION OF CONTRACT: The SCC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the cancellation.
- D. CERTIFICATION TESTING PERIOD - SYSTEMS: The system specified in the contract shall be considered ready for testing upon receipt of documentation from the Contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The ten (10) day testing period shall commence on the next work day following receipt of this documentation. If problems are identified during the testing period, Contractor must resolve the problems. Based on the severity of the problems, the SCC reserves the right to extend the testing period for another ten (10) work days after the problems are resolved. The procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance

in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

- E. CONFIDENTIALITY OF INFORMATION: Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether the material is the SCC's, or other manufacturer, vendor, or distributor to which Contractor or Contractor's personnel may gain access while engaged by the SCC or while on SCC premises. Revealing, copying or using in any manner whatsoever any such contents unless authorized of the SCC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the Contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the Contractor following any termination. Contractor shall advise all Contractor's agents, employees, successors, assigns and subcontractors that are engaged by the SCC of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by the Contractor or its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.
- F. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- G. DEFINITION – EQUIPMENT: As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.
- H. DEFINITION - SOFTWARE: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.
- I. DELIVERY: State you earliest firm delivery and performance date (see Appendix E), this date may be a factor in making the award.
- J. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- K. EQUIPMENT ENVIRONMENT: Environmental specifications for any equipment to be delivered under the resulting contract shall be furnished in writing along with the

vendor's bid or proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the procuring agency's responsibility to prepare the site at its own expense to meet the environmental specifications provided.

- L. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- M. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>OCTOBER 22, 2007</u>	<u>Until 2:00 P.M.</u>
Name of Offeror	Due Date	Time
_____	<u>#ITD-08-002</u>	
Street or Box Number	RFP No.	
_____	<u>Mainframe Replacement - Furnish &amp; Install</u>	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Ann Sells, CPPB, VCO

The envelope should be addressed as directed on Page 2 of the solicitation. If a proposal is mailed, the offeror takes the risk that the envelope or package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- N. INDEPENDENT CONTRACTOR: Any Offeror awarded a contract under this RFP shall be considered an independent Contractor, and neither the offeror, nor personnel employed by the offeror, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.
- O. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- P. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- Q. LIABILITY AND INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the SCC, its officers, commissioners and employees ("SCC") from and against any and all third party claims, or direct damages suffered by the SCC, demands, proceedings, suits and actions, including any related liabilities, obligations, losses,



damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the SCC to the extent such Claims in any way relate to, arise out of or result from: (i) any act or omission of any Contractor employee or Subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Deliverables or the service(s), or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Deliverables or service(s). Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement must be satisfactory to the SCC.

- R. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- S. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
  - (iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  - (iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of

information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

- T. SMALL, WOMEN, MINORITY AND DISABLED SERVICE VETERAN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, minority and/or women-owned businesses. Names of firms may be available from the buyer, the Division of Purchases and Supply and/or the Division of Minority Business Enterprise. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, telephone number, total dollar amount subcontracted and type of product/service provided.
- U. OPERATIONAL COMPONENTS: Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- V. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- W. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
- X. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the Contractor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.



- Y. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- Z. RENEWAL OF CONTRACT (HARDWARE & SOFTWARE MAINTENANCE): This contract may be renewed by the Commonwealth for three (3) successive one-year periods under the terms and conditions of the original contract except as stated herein, however, software license(s) and associated maintenance shall continue in perpetuity until such time notified otherwise by the SCC. Price increases for hardware maintenance may be negotiated only at the time of renewal. Price increases for software maintenance may be negotiated only after acceptance and the first twelve months of software being operational, and every twelve months thereafter. Written notice that the SCC intends to exercise its option to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period. If the SCC elects to exercise the option to renew the contract for subsequent one-year renewal periods, the Contractor may request a contract price increase for each additional one-year period. The SCC will use as a guide for granting any price increases, the “*other services*” category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, Table 4, for the latest twelve months for which statistics are available.

Any increase in price shall be determined solely by the SCC and in accordance with the above. Any request for a change in price shall be submitted in writing by the Contractor, with not less than 30 days advance notice to the purchasing office at the time of renewal, justifying the added value or need in accordance with the above. Upon approval by the SCC, any such change in price shall become effective at the beginning of the next calendar month following the end of the full 30 day notification period.

- AA. REPLACEMENT OF CONTRACTOR INDIVIDUALS: Prior to the completion of the contract, should the services of any individual provided by the Contractor become unsatisfactory to the SCC for any reason, Contractor shall be notified in writing of the concerns and Contractor shall promptly respond to those Concerns in writing to the SCC. It is further agreed, that upon the failure of the Contractor to reply, or the failure of such reply to provide adequate assurance to the SCC of the satisfactory completion of the work, in the sole judgment of the SCC, the Contractor’s individual may be removed by the SCC immediately, or, at the option of the SCC, the Contractor may be permitted to provide an immediate replacement who must also be, and remain, satisfactory to the SCC, in accordance with the terms of this paragraph.
- BB. SCC POLICIES, STANDARDS AND PROCEDURES: The Contractor agrees to comply with all pertinent SCC policies, standards, and procedures. If the Contractor is unable to comply with all pertinent SCC policies, standards, and procedures, it is the responsibility of the Contractor to bring this fact to the attention of the SCC, in writing, and to recommend an alternative solution. The decision concerning relief from or changes to a policy, standard, or procedure will be made by the SCC and communicated to the Contractor in writing.

- CC. SERVICE REPORTS: Upon completion of any maintenance call, the Contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.
- DD. SEVERABILITY: Each paragraph and provision of this RFP is servable from the entire contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- EE. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the Contractor sells or licenses the upgraded software under similar circumstances.
- FF. SECURITY REQUIREMENTS: The Contractor shall ensure that all employees in the building after normal business hours comply with the security requirements of the Tyler Building, (Reference Appendix H.)
- GG. TERM OF CONTRACT: Upon completion of implementation, the Contract term shall be for two years to include one (1) year of warranty coverage and one (1) year of hardware maintenance and is effective and legally binding as of the effective signing date by the SCC (reference Appendix B, Standard Contract). Reference Special term and condition Z above for optional hardware maintenance renewal options and applicable software maintenance.
- HH. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- II. TERM OF OPERATING SYSTEM SOFTWARE & LICENSE: The operating system software identified in the pricing schedule shall be purchased as a modified version and on a subscription license basis and any associated license fee shall continue in perpetuity until such time the SCC notifies the Contractor the SCC no longer requires use of the operating system software.
- JJ. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe

upon any patent, copyright, trade secret, or any other property rights of another person or organization.

- KK. TRAVEL EXPENSES: All travel expenses incurred in the performance of this Contract shall be the responsibility of the Contractor.
- LL. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of written acceptance by the SCC. Should any defect be noted by the owner, the Purchasing Office will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially accepted. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- MM. WARRANTY AGAINST SHUTDOWN DEVICES: The Contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
- NN. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- OO. NON-COMPLIANCE: Any product provided under this agreement discovered not to be compliant with current operating environment and scope of work referenced in section V, Statement of Needs after acceptance shall be corrected by the Contractor at no additional cost to the SCC. Failure to correct the deficiency shall subject the Contractor to default action.
- PP. PREVIOUSLY OWNED PRODUCTS: The Contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned Commonwealth products that are used in combination with the Contractor's product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the products delivered under the resulting agreement, the Contractor shall be responsible for providing all necessary interfaces or other appropriate means for assuring that data output from such other products or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.
- QQ. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

**XIII. PRICING SCHEDULE:**

See Appendix E.

**XIV. METHOD OF PAYMENT:**

Payment will be made per Paragraph J of the General Terms and Conditions.

Payment will be made after final delivery, implementation, testing and SCC written acceptance of the integrated mainframe solution except that a 25% holdback will be retained by the SCC until the final deinstallation and removal of the existing and installed mainframe components have been completed by the Contractor. Payment for all hardware and applicable software maintenance (and any renewals thereof) shall be made on a per annual basis, in advance of the period of performance beginning, and upon receipt of a properly prepared invoice for the specific year. The Contractor's invoice shall cite the Contract/Purchase order number assigned to the award document and be submitted to the following address:

Sheryl Conyers  
State Corporation Commission  
Information Technology Division  
P.O. Box 1197  
Richmond, VA 23218-1197

**XV. APPENDICES:**

- A. Offeror Data Sheet
- B. Standard Contract
- C. W-9/Request for Taxpayer Identification Number and Certification
- D. Directions to the SCC (Tyler Building)
- E. Pricing/Delivery Schedule
- F. Service Plan
- G. Existing IBM 9672-R11 License Software
- H. Security Requirements
- I. Existing IBM 9672-R11 Environment
- J. Existing Mainframe Components

## APPENDIX A

### OFFEROR DATA SHEET (To Be Completed by Offeror)

Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

#### Offeror Corporate Overview

1. Years in business: Indicate the length of time you have been in business providing this type of good and service: \_\_\_\_\_ years \_\_\_\_\_ months.
2. Background and Experience: Provide background and experience in this market.
3. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries, as applicable.
4. Organization & Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and SCC's stated needs and requirements. Organizational charts are helpful supplements to your explanations.
5. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
6. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.
7. Quality Program: Describe all quality programs your company has adopted which directly impact your proposed solution.
8. Is your company certified through the Virginia Department of Minority Business Enterprise as a small, woman, minority owned business (SWAM) or Disabled Service Veteran business? If so, indicate specific category.

#### Financial Information:

9. Total Annual Revenue: State total annual revenue. Indicate the revenues associated with the provision of services relevant to your proposal.
10. Dun and Bradstreet Comprehensive Report.
11. Annual Reports: Include your most recent annual report or Audited Financial Statements if you are a privately held entity.

#### References:

12. Customer References: The Offeror must demonstrate a proven record of successfully providing goods and services similar to those defined in Section V to customers of similar scope and complexity. The

references must be from past and/or current commercial or government accounts. The Offeror shall provide three references, with contact names, email addresses, phone number and goods and service descriptions (specific goods and services provided), which the SCC may use in reference checking.

The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submitting them. Indicate whether any commercial or government contracts have not been extended or have been cancelled for performance issues in the last three (3) years.

Offeror Reference # 1 Organization/Company Name \_\_\_\_\_

Period of Performance (Contract) From \_\_\_\_\_ through \_\_\_\_\_  
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

Offeror Reference # 2 Organization/Company Name \_\_\_\_\_

Period of Performance (Contract) From: \_\_\_\_\_ through \_\_\_\_\_  
(Beginning Date) (Ending Date)

Contact Names(s)	Email	Phone Number	Service Description

Offeror Reference # 3 Organization/Company Name \_\_\_\_\_

Period of Performance (Contract) \_\_\_\_\_ through \_\_\_\_\_  
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

**APPENDIX B****COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION****STANDARD CONTRACT (Sample)**

Contract Number: RFP # \_\_\_\_\_

This contract entered into this \_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and Commonwealth of Virginia, State Corporation Commission called the “SCC.”

WITNESSETH that the Contractor and the SCC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services to the SCC as set forth in the Contract Documents.

**PERIOD OF PERFORMANCE:** From \_\_\_\_\_ through \_\_\_\_\_, with \_\_\_\_\_ - year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated \_\_\_\_\_ (for example):
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions
  - (c) The Special Terms and Conditions including any modifications
  - (d) Addenda (if any)
- (3) The Contractor’s Proposal dated \_\_\_\_\_ and the following negotiated modifications to the Proposal and their date, all of which documents are incorporated herein.
- (4) Clarifications to Contractor’s Proposal

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# APPENDIX C

<b>Form W-9</b> (Rev. January 2003) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>
or
Employer identification number
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

## Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





## APPENDIX D

### Directions to the Tyler Building

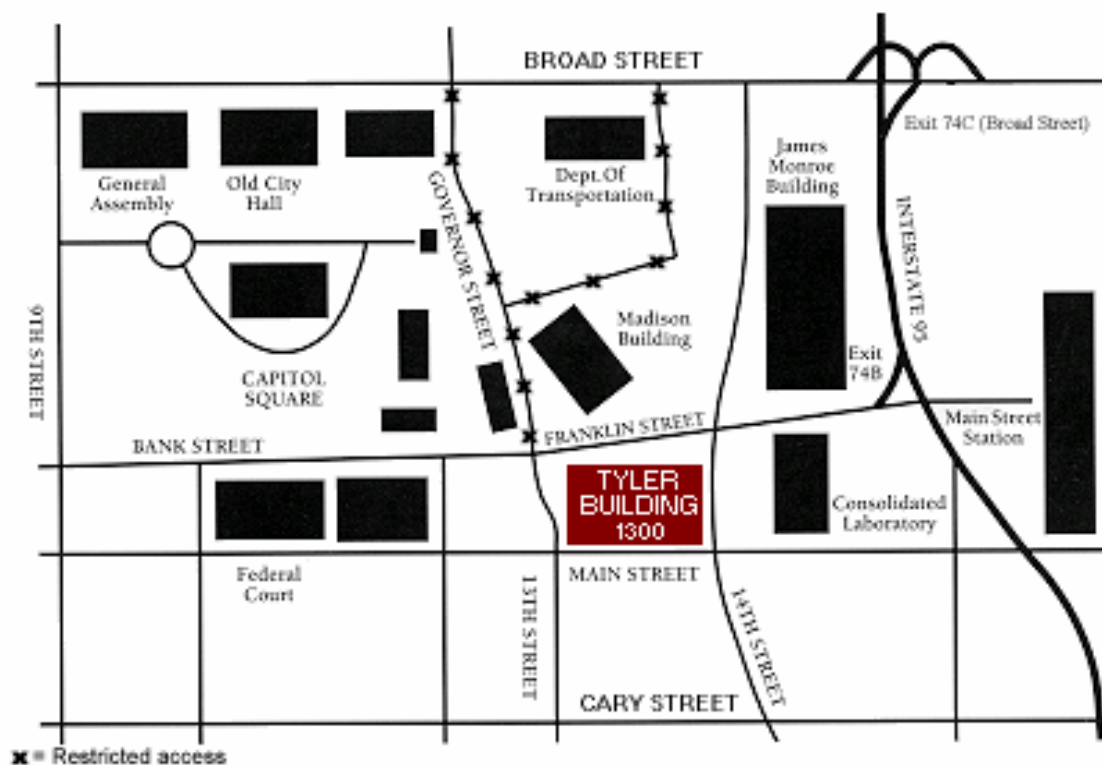
Approaching Richmond from the NORTH: Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the WEST: Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the EAST: Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the SOUTH: Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.

From the RMA Downtown Expressway (Rt. 195): - Take Rt. 195 South into Richmond (through 50-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.



## APPENDIX E

### Pricing Schedule

Item.	Description of Item	Qty	Unit	Unit Purchase Price	Extended Purchase Price
	<b>Hardware (Furnish and Install), Section V, A</b> <i>The purchase price includes a one (1) year full service Warranty.</i>				
A 1.	MAINFRAME SERVER	1	each		
A 2.	ENTERPRISE STORAGE SERVER	1	each		
A 3.	CONSOLE(S) – Mainframe Console Solution	1	lot		
A 4.	TAPES – The Tape solution for disk backup and the CIS application, which includes the 3490E requirement for sharing data with external customers.	1	each		
A 5.	NETWORK CONNECTIVITY	1	lot		
	<b>TOTAL HARDWARE PRICE</b>				
	<b>IBM Software , Section V, B</b> <i>The proposal should ensure the SCC would only pay for a single licensed version of the IBM Operating System software.</i>				
		Qty	Unit	Unit Purchase Price	Extended Purchase Price
B 1.	IBM SOFTWARE LICENSES	1	lot		
B 2.	IBM SOFTWARE (attach detail Product Charges)				
	z/OS V1	1	Year		
	TWS (Tivoli Workload Scheduler) *One Time Charge	1	*OTC		
	<b>TOTAL IBM SOFTWARE PRICE</b>				
	<b>Implementation , Section V, C</b>				
		Qty	Unit	Unit Purchase Price	Extended Purchase Price
C 1.	SERVER CUSTOMIZATION	1	lot		
C 2.	z/OS V1 INSTALLATION - Fully Configured z/OS Operating System Environment on two (2) LPARs	1	lot		
C 3.	CA-ACF2 SECURITY SOFTWARE INSTALLATION	1	lot		
C 4.	TIVOLI WORKLOAD SCHEDULER INSTALLATION	1	lot		
C 5.	BMC REPORT MANAGEMENT CONTROL D INSTALLATION	1	lot		
C 6.	TRAINING – Minimum of three (3) days on-site Operations and Technical Support training	1	lot		
C 7.	DOCUMENTATION	1	lot		
	<b>TOTAL IMPLEMENTATION PRICE</b>				
	<b>Warranty &amp; Hardware Maintenance (1 Year), Section V, D</b> <i>The 1-year Maintenance period commences upon the expiration of the 1-year Warranty period.</i>				
		Qty	Unit	Unit Purchase Price	Extended Purchase Price
D.	MAINFRAME SERVER	1	Year		
D.	ENTERPRISE STORAGE SERVER	1	Year		
D.	CONSOLE(S)– Any hardware associated with the Mainframe Console Solution	1	Year		
D.	TAPES – Any hardware associated with the Tape solution, which includes any existing SCC hardware that is used to satisfy the 3490E tape requirement.	1	Year		
D.	NETWORK CONNECTIVITY – Any special hardware that may be required for the Network Connectivity Solution.	1	Year		
	<b>TOTAL WARRANTY &amp; HARDWARE MAINTENANCE PRICE</b>				
	<b>SUBTOTAL PURCHASE PRICE</b>				
	Trade-in allowance for SCC existing Mainframe Components (Reference Appendix J) <b>LESS</b>				
	<b>TOTAL PURCHASE PRICE</b>				

**DELIVERY:** State your earliest firm delivery and performance start date: \_\_\_\_\_

Earliest completion date: These date(s) may be a factor in making the award (reference Section XII Special Term and Condition I, Delivery)

Provide 2<sup>nd</sup> annual software maintenance cost for Tivoli (TWS)  
(This cost should not be included in total purchase price)

\$ \_\_\_\_\_

Provide 2<sup>nd</sup> annual software subscription cost for IBM z/OS V1  
(This cost should not be included in total purchase price)

\$ \_\_\_\_\_

Elaborate on anticipated software cost escalation for years 2 -5 as it relates to IBM subscription based licensed software (z/OS V1) and maintenance as it relates to perpetual based licenses (TWS).

## **APPENDIX F**

### **SERVICE PLAN**

The proposal shall contain a service plan to include the following:

1. The office location service personnel will be traveling from in response to maintenance requests.
2. The number of service technicians available to respond to requests for maintenance.
3. The toll-free, twenty-four (24) hour hot-line/dispatch telephone number for service request.
4. Problem escalation policy and reporting hierarchy.



## APPENDIX G

### Existing IBM License Software

QTY	UNIT	PID	Program Name	Type
1	each	5647A01	OS/390 V2 Base	PSLC
1	each	5647A01	OS/390 V2 DFSMS DSS+HSM	PSLC
1	each	5647A01	OS/390 V2 DFSMS RMM	PSLC
1	each	5647A01	OS/390 V2 DFSORT	PSLC
1	each	5647A01	OS/390 V2 GDDM PGF	PSLC
1	each	5647A01	OS/390 V2 Print Server	PSLC
1	each	5647A01	OS/390 V2 RMF	PSLC
1	each	5647A01	OS/390 V2 SDSF	PSLC
1	each	5655B17	PSF V3 for OS/390	LVTR
1	each	5688190	PPFA/370	FLAT
1	each	5688191	OGL/370	FLAT
1	each	5697OPC	OPC 2.3 Tracker	PSLC
1	each	5697OPC	OPC Controller Comm + Lang	PSLC

### Existing Third Party License Software

QTY	UNIT	Vendor	Program Name
1	each	CA	ACF2 (Security) Version 6.3
1	each	BMC	Control-D (Report Management) Version 5.1.4
1	each	Software AG	ABABAS
1	each	Software AG	Natural
1	each	Software AG	Natural Security
1	each	Software AG	Natural Connection
1	each	Software AG	Review
1	each	Software AG	Predict
1	each	Treehouse	N2o
1	each	MLSoftware	Dynamic File Access (DFA)

## **APPENDIX H**

### **SECURITY REQUIREMENTS**

1. All the Contractor's employees shall have a criminal history background check satisfactory to the SCC before being permitted to work in the building.
2. Each of the Contractor's employees who have access to the building after normal business hours shall complete and submit to the Division of Capitol Police personal information on a form specified, and provided by the Division of Capitol Police. Personal information forms shall be updated annually.
3. Each of the Contractor's employees who have access to the building after normal business hours shall also have a photograph taken by the Division of Capitol Police. These photographs shall be used for identification purposes, including the making of photo-identification passes.
4. Photo-identification passes shall be worn at chest level on the outer-most garment of the Property Manager's employees, and must be displayed at all times when within the Tyler Building after normal business hours.
5. The Contractor shall return each pass to the Division of Capitol Police when an individual's employment is terminated, and shall return all passes to the Division of Capitol Police at the expiration of the contract, unless a new contract is entered into. The Contractor shall also return any damaged passes. The Contractor shall notify the SCC's Commission Comptroller or his designee when any passes are lost, stolen, or destroyed.
6. All passes shall be of a form selected by the Division of Capitol Police and shall contain at a minimum the name and photograph of the individual, date of issue, the issuing officer's signature, the company's name and date of contract expiration.
7. Based upon the personal information submitted and such other information as it deems proper, the Division of Capitol police shall, based upon its sole judgment and discretion, issue security clearances to the Contractor's employees authorizing them to enter and work in the Tyler Building after normal business hours. Neither the Contractor nor any employee shall have any right to be issued a pass or any right to damages because a pass is not issued or if a pass is rescinded.
8. Security clearances are divided into two categories, maximum and minimum, and photo-identification passes are color coded to reflect the security category. Some buildings at the seat of government are classified as maximum and some as minimum security buildings. The Tyler Building is classified as a minimum security building.
9. The Division of Capitol Police will consider such factors as, but not limited to, criminal convictions and other conduct which, in the judgment of the Division of Capitol Police indicate a lack of trustworthiness of a degree as to deny employment in said building. Passes may be granted despite convictions where factors such as a long passage of time and good behavior indicate the necessary degree of trustworthiness exists. Security clearances may be rescinded at any time by the Capitol Police in its sole discretion based upon information obtained or the conduct of the Contractor's employee. All such determinations, whether for the issuance or rescision of a security clearance, shall be made in the sole discretion of the Division of Capitol Police. If the Division of Capitol Police finds that any Contractor's employee should not be issued a security clearance or that his clearance should be rescinded, the Division of Capitol Police shall notify the Contractor as soon as possible, then the employee shall not be allowed to enter the building thereafter, or in the instance of a reduction from a maximum to minimum security clearance, shall not be allowed into a maximum security building.
10. The office of the Division of Capitol Police normally is open for the purpose of photographing, fingerprinting, and completing necessary forms from 8:00 a.m. until 4:30 p.m., Monday through Friday, excluding holidays. Appointments for security clearances and photo-identification passes shall be made by the SCC Commission Comptroller's Office. Security clearances and photo-identification passes are normally processed by Capital Police within forty-eight hours.

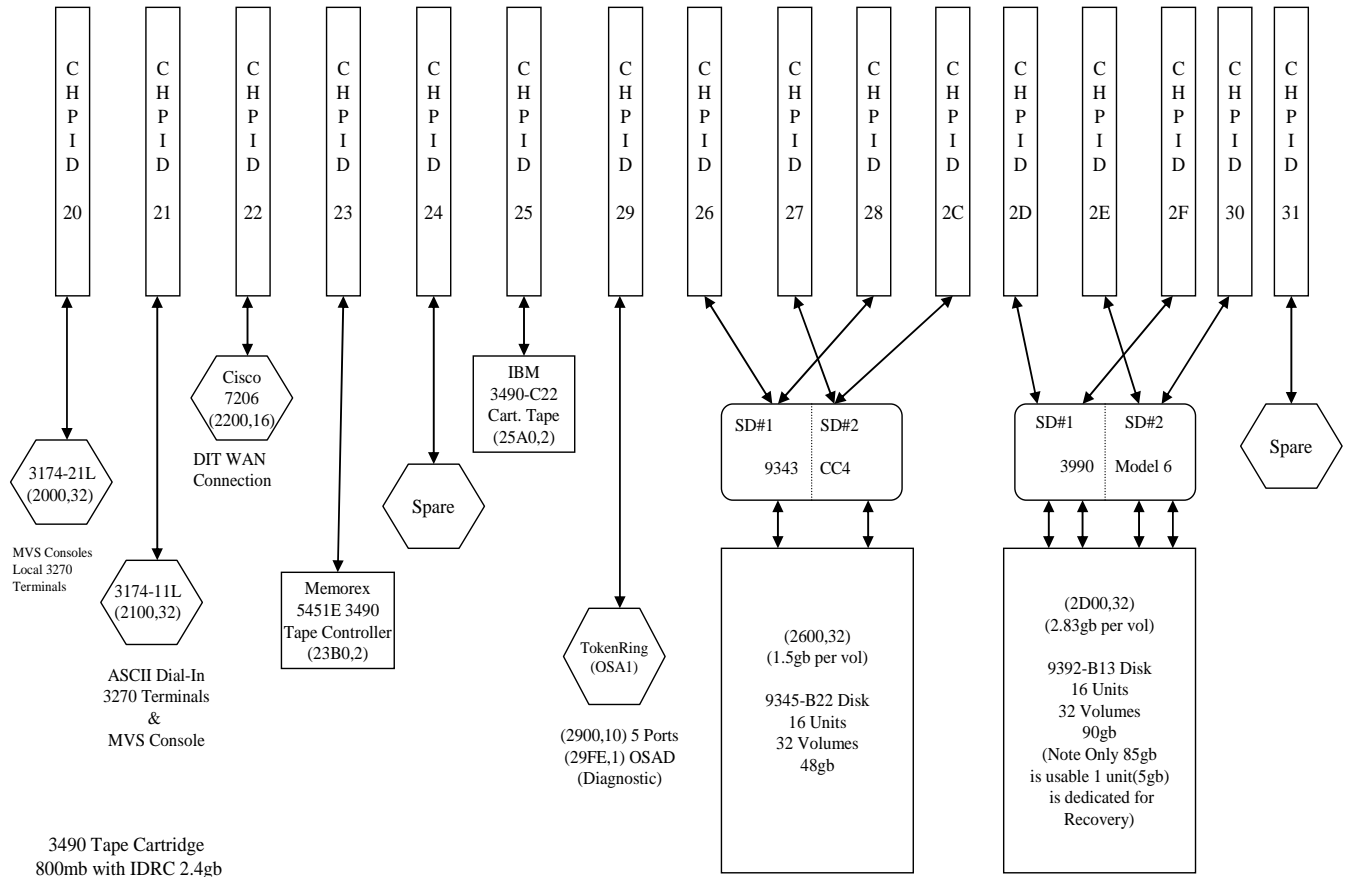
# APPENDIX I

## Existing IBM 9672-R11 Environment

Revised 08/25/04

### SCC IBM 9672-R11 Hardware Configuration 1 CP(14 MIPS), 512MB Memory, 15 Channels & 1 OSA1 Card

APPENDIX A.1



## APPENDIX J

### Existing Mainframe Components

**Mainframe Server:** An IBM 9672-R11 Server with 512MB of storage, 15 Parallel Channels and one OSA1 Card (Token Ring).

**Disk Controller:** An IBM Model 6 Disk Controller with 4 Parallel Channels interfaces, 32MB of Non-Volatile Storage, and 128MB Cache.

**Disk Array:** An IBM 9392 RAMAC Model A10 Disk Array with sixteen (16) 9292-B13 drawers.

**Disk Storage System:** An IBM 9343 Storage Controller Module Model CC4 with 4 Parallel Channels, 64MB Cache, and sixteen (16) 9345-B22 drawers.

**Master Console:** An IBM 3174-21L Controller Model 21L with four (4) features 3103 (support for 32 Terminals).

**Alternate Console:** An IBM 3174-11L Controller Model 11L with three (3) Asynchronous Emulation Adapter Feature 3020 (support for 24 ASCII Terminals).

**IBM Tape:** An IBM 3490 Magnetic Tape Subsystem Enhanced Capability Model C22 with two drives including the automatic cartridge loader.

**Memorex Tape:** A Memorex 3490 Magnetic Tape Subsystem Enhanced Capability Model 5451E with two 5450E drives including the automatic cartridge loader.

**Rack Enclosure:** Two (2) IBM 9309-002 Rack Enclosure Model 002.